#### BEFORE

#### THE PUBLIC SERVICE COMMISSION OF

#### SOUTH CAROLINA

#### DOCKET NO. 2017-319-T - ORDER NO. 2018-113

#### MARCH 15, 2018

IN RE:	Application of Hilton Head Hauling Junk and	)	ORDER GRANTING
	Moving LLC d/b/a College Hunks Hauling	)	CLASS E CERTIFICATE
	Junk & Moving for a Class E (Household	)	
	Goods) Certification of Public Convenience	)	
	and Necessity for Operation of Motor	)	
	Vehicle Carrier	)	

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of Hilton Head Hauling Junk and Moving LLC d/b/a College Hunks Hauling Junk & Moving ("Applicant" or "College Hunks") for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks authority to move household goods in South Carolina within the boundaries of three contiguous counties: Jasper County, Hampton County, and Beaufort County. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on February 7, 2018, in the offices of the Commission.

The parties at the hearing included the Applicant, represented by John J. Pringle, Jr., Esquire, and the Office of Regulatory Staff ("ORS"), represented by Jenny Pittman, Esquire. College Hunks presented the testimony of Mr. John Brown, a principal officer of the Applicant.

ORS did not present testimony, but submitted a letter to the Commission on February 6, 2018, stating that ORS staff "is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of 10 S.C. Code Ann. Regs. 103-133 (2012)."

For the Applicant, Mr. Brown testified about his knowledge and experience in the moving industry and stated that he was aware of and intended to comply with the Commission's regulations concerning household goods movers.

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by an existing authorized service. Therefore, the Application of Hilton Head Hauling Junk and Moving LLC d/b/a College Hunks Hauling Junk & Moving should be granted.

#### IT IS THEREFORE ORDERED:

- 1. The Application of Hilton Head Hauling Junk and Moving LLC d/b/a College Hunks Hauling Junk & Moving for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods within Jasper County, Hampton County, and Beaufort County, South Carolina.
- 2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.

- 3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 (2012) of the Commission's Rules and Regulations for Motor Carriers, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (2011) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.
- 4. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (2012), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.
- 5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.
- 6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.
- 7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of

the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

Swain E. Whitfield, Chairman

ATTEST:

Comer H. Randall, Vice Chairman

Comer H Radalla

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REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO

CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE

STATE OF SOUTH CAROLINA



Date Proposed: 10/06/2017 Effective Date:

**2**0020/0032

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# Hilton Head Hauling Junk and Moving LLC DBA College Hunks Hauling Junk and Moving LLC South Carolina Household Goods Tariff

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**Effective Date:** 

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## Hilton Head Hauling Junk and Moving LLC DBA College Hunks Hauling Junk and Moving South Carolina Household Goods Tariff

### Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving. These services are furnished between points and places in <u>Jasper, Hampton and Beaufort</u> Counties.

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## Hilton Head Hauling Junk and Moving LLC DBA College Hunks Hauling Junk and Moving LLC South Carolina Household Goods Tariff

### **SECTION 1**

### 1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

### 1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving office location, and includes the movers estimate return time to the office location.

Number of Movers	Hourly Rate		
Two Men and a Truck	\$125.00		
Three Men and a Truck	<b>\$</b> 155.00		
Four Men and a Truck	\$185.00		
Each Additional Man	\$25.00 per man/per hour		
Gate Fee	At Cost		

Truck and Travel Fee - Cost for the Truck, Gas, and Driving to the location of business - \$99.00,

Overnight Fee - \$99.00

### 1.2 Office Hours / Minimum Hourly Charges:

Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving will operate Monday – Saturday, 8:00 am - 8:00 pm and Sunday by appointment or if needed to complete the move.

Monday-Sunday

Two-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every scason of the year. Customers are not charged an additional fee for overtime labor.

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## Hilton Head Hauling Junk and Moving LLC DBA College Hunks Hauling Junk and Moving LLC South Carolina Household Goods Tariff

### **SECTION 2**

#### 2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

### 2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) \$120
- Pool Tables- \$275
- Gun cabinet \$90
- Steel Gun Cabinet (in excess of 400 lbs.) \$350
- Hot Tubs, Whirlpools \$250
- Riding Lawnmowers-\$120
- Freezers \$90
- Flat Screen Televisions (41" or above) \$70.00
- Golf Carts \$150
- Pianos-Upright and Spinet Only \$289
- Heavy Items exceeding 400lbs \$75
- Particle Board/Ikea Style Furniture-Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving is not responsible for these items without a liability wavier

### 2.2 Elevator or Stair Carry

Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving does not charge an additional fee for clevator or stair carry, except as specified in Section 2.1 above.

## 2.3 Excessive Distance or Long Carry Charges

Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

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## Hilton Head Hauling Junk and Moving LLC DBA College Hunks Hauling Junk and Moving LLC South Carolina Household Goods Tariff

### 2.4 Pick Up and Delivery

Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

### 2.5 Packing and Unpacking

- 2.5.1 Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.
- 2.5.2 Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving reserves the right to decline any moves consisting of extremely large or fragile items.

### 2.6 Piano Charges

Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving will move Pianos Only Upright and Spinet

### 2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

### 2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving.

### **SECTION 3**

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## Hilton Head Hauling Junk and Moving LLC DBA College Hunks Hauling Junk and Moving LLC South Carolina Household Goods Tariff

#### 3.0 RULES AND REGULATIONS

### 3.1 Claims

- 3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving must be given reasonable opportunity to inspect damaged items.
- 3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

### 3.2 Computing Charges

Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

#### 3.3 Governing Publications

Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

#### 3.4 Items of Particular Value

Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage ACCEPTED FOR PROCESSING - 2018 February 7 4:59 PM - SCPSC - 2017-319-T - Page 7 of 10 ACCEPTED FOR PROCESSING - 2018 January 16 12:58 PM - SCPSC - 2017-319-T - Page 23 of 3:

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## Hilton Head Hauling Junk and Moving LLC DBA College Hunks Hauling Junk and Moving LLC South Carolina Household Goods Tariff

stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, preclous metals or articles manufactured there from. Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving will not accept responsibility for safe delivery of such articles if they come into Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving possession with or without Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving knowledge.

### 3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

#### 3.6 Delays

Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

#### **SECTION 4**

#### 4.0 PROMOTIONS

Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving shall apply the following promotions, in a uniform and nondiscriminatory fashion:

### 4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty and retired military, disabled veterans, and senior citizens that provide proper proof of same. Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Hilton Head Hauling Junk and Moving DBA College Hunks Hauling Junk and Moving office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

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## Hilton Head Hauling Junk and Moving LLC DBA College Hunks Hauling Junk and Moving LLC South Carolina Household Goods Tariff

Number of Movers	Hourly Rate		
Two Men and a Truck	\$110.00		
Three Men and a Truck	\$140.00		
Four Men and a Truck	\$160.00		
Each Additional Man	\$25.00 per man/per hour		

Date Proposed: 10/06/2017 Effective Date: \_

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Estimate / Bill of Lading
1-888-689-5999 | www.collegehunks.com
Hilton Head Hauling Junk and Moving LLC
USDOT #3050692
3229 Argent Blvd, Ridgeland, SC 29910
843 848-7170

		843 816-7179		BOL#		
NameP	ione		Email			
ORIGIN ADDRESS	Estimate Date	Other Save Date	DESTINATION ADD		·	-
Address	Packing Date	Unpacking Date	Address	<u></u>		
CityStateZip	Move Date	Delivery Date	City	State	Zip	
LOCAL MOVING		Total cost.	MATERIAL	Quantity	Charge	Estimate
Moving hours for truckle and HUNKS at	per hour	\$	-	+		\$
		5		†		3
		\$		1-1		5
Other chargers		\$				5
	Estimated Cost	8		1 1		s
PACKING AND UNPACKING	•			!		\$
Labor, Packet residence, Estimated HUNKS for hours, a	tper hour			1		5
Unpack, Estimated HUNKS hours et	per hour	\$				<u> </u>
Delivery of Padding Material		5		<del>                                     </del>		\$
Other		\$		1		\$
	Estimated Cost	\$	• • • • • • • • • • • • • • • • • • • •	1		\$
OTHER	-					5
Junk Removal, truckload(s) OR curbic feet at \$		\$				\$
Donation Pickup. truckford(s) OR cubic feet at \$		5				5
Labor, hours at \$ per hour		\$		<b> </b>		s
CUSTOMER'S DECLARATION	OF VALUE			MATERI	ALTOTAL	\$
THIS IS A LEVEL OF CARRIER LIABILITY - IT IS NOT INSURANCE, You must acknowledge to your own hands				\$		
writing, mover's maximum Bability for your goods. THIS MUST BE COMPLETED SEFORE THE MOVE HAS STARTED.			\$			
lamaged while in our custody, based on the declared value chosen below, College HUNKS moving is liable for the			\$			
twitten it was received by your mover, or pay you declared value towards the cost of the repairs at the movers  Padding and/or Unpacking Labor			8			
Iscarbions, CILLEGE HUNKS CARES (Released Value of 60 Cents Per Pound Per Article). This has no added cost and is  Amk Removal				3		
he default option unless customer chooses extended coverage, if any	la in Votte movee's	Donation Fick-up			5	
custody, your mover's flability is limited to the actual weight of the damaged article multiplied by .50 cents per pound per article .E-A 100 fb dresser has a maximum table of .560.			Other			\$
Coverage choosen: COLLEGE HUNKS CARES Extended coverage (see VALLIATION FORM)				\$		
TOTAL CHARGES \$			\$			
DAVIAENT INEODMATION		Lengthenerical	TRY SIGNING THIS ORDER FO			

PAYMENT INFORMATION	I UNDERSTAND THAT BY SIGNING THIS ORDER FOR SERVICE, I AM ENTERING INTO A CONTRACT WITH COLLEGE HUNKS TO PERFORM THE WORK DESCRIBED AND AGREET		
Last 4 Digits of CC# SKP Auth #  Card Holder Name Auth #  Type (Circle one): M/C Visa Amex Discover Cash Check Invoice PO#	PAY THE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENTS. THIS CONTRACT IS SUBJECT TO YHE TERMS ON THE FRONT AND BACK OF THIS DOCUMENT.		
Type (Circle one): M/C Visa Amex Discover Cash Check Involce PO 9	DATE COUNT (SHIPPER)		
LOGISTICS			
Start Time End Time	THE CARRIER, BY SIGNATURE OF ITS REPRESENTATIVE, HEREBY ACCEPTS THIS ORDER FOR SERVICES AND AGREES TO PERFORM THE SERVICES OUTLINED HEREIN.		
All items to be moved have been loaded (Please Initial) All items have been unloaded Offesse Initial)	DATE COLLEGE HUNKS MOVING (CARRIER)		